

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
GREENVILLE DIVISION**

IN RE:)	
)	
CAH ACQUISITION COMPANY #1,)	Case No. 19-00730
LLC d/b/a WASHINGTON COUNTY)	
HOSPITAL,)	Chapter 11
)	
Debtor.)	

**NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES SUBJECT TO
POSSIBLE ASSUMPTION AND ASSIGNMENT AND PROPOSED CURE AMOUNTS**

PLEASE TAKE NOTICE that on November 27, 2019, the United States Bankruptcy Court for the Eastern District of North Carolina, Greenville Division, entered an Order (A) Establishing Bid Procedures, (B) Approving of Stalking Horse Bidder, (C) Approving Form and Manner of Notices, (D) Scheduling Hearing to Consider Final Approval of Sale and Treatment of Executory Contracts and Unexpired Leases, and (E) Granting Related Relief (the “Bid Procedures Order”) [Dkt. No. 561]. The Bid Procedures Order, among other things, requires the Debtor to file and serve a notice (the “Cure Notice”) of proposed cure amounts (the “Cure Amounts”) for all executory contracts and unexpired leases subject to potential assumption and/or assignment (the “Potentially Assumed Executory Contracts”) to the successful bidder(s) to be identified at the conclusion of the auction of the Debtor’s assets. The Bid Procedures Order provides that any objections to Cure Amounts must be filed on or before December 23, 2019.

PLEASE TAKE FURTHER NOTICE that Exhibit A attached hereto includes the list of all Potentially Assumed Executory Contracts that may be included as part of the sale(s) and the proposed Cure Amount for each Potentially Assumed Executory Contract.

PLEASE TAKE FURTHER NOTICE that, as stated above, any objection to the Cure Amount or the assumption and assignment of a Potentially Assumed Executory Contract

included as part of Exhibit A attached hereto must be filed with the Bankruptcy Court and served on the undersigned counsel on or before **December 23, 2017**.

PLEASE TAKE FURTHER NOTICE that pursuant to the Bid Procedures Order, any objection to the Cure Amount must state with specificity what cure the party to the Potentially Assumed Executory Contract believes is required with appropriate documentation in support thereof. If no objection is timely received, the Cure Amount set forth in the Cure Notice shall be controlling notwithstanding anything to the contrary in any Potentially Assumed Executory Contract or other document as of the date of the Cure Notice; the non-debtor party to the Potentially Assumed Executory Contract shall be deemed to have stipulated that the Cure Amount set forth in the Cure Notice is correct; the non-debtor party shall be forever barred, estopped, and enjoined from asserting or claiming that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Potentially Assumed Executory Contract, or that there is any objection or defense to the assumption and assignment of such Potentially Assumed Executory Contract, including any argument that there exist conditions to assumption and assignment that must be satisfied under such Potentially Assumed Executory Contract or that any required consent to assignment has not been given.

PLEASE TAKE FURTHER NOTICE that the inclusion of any contracts or leases on **Exhibit A** hereto shall not constitute or be deemed to be a determination or admission by the Debtor that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Respectfully submitted, this the 6th day of December, 2019.

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EXHIBIT A

NAME OF COUNTERPARTY TO CONTRACT/LEASE	TITLE OF CONTRACT/LEASE	NATURE OF CONTRACT/LEASE	PROPOSED CURE AMOUNT
Baxter Healthcare		Lease of Medical Equipment	\$0.00
Airgas USA		Lease of Gas Cylinders	\$0.00
Hitachi Capital America Corp. dba Creekridge Capital	Master Lease Agreement	Lease of Ultrasound and CT Scanner Equipment	\$0.00
Siemens Financial Services, Inc.	Equipment Lease Agreement #33056-47615	Lease of Laboratory Diagnostic Equipment	\$0.00
Cameron Blake Smith	Nurse Practitioner Employment Agreement	Services Contract	\$0.00
Chrystie L. Stowe	Advanced Practice Registered Nurse Employment Agreement	Services Contract	\$0.00
Laureen C. Koehler	Nurse Practitioner PRN Employment Agreement	Services Contract	\$0.00
Lois Roberson	Nurse Practitioner Employment Agreement	Services Contract	\$0.00
Robert L. Venable, M.D.	Physician Employment Agreement	Services Contract	\$0.00